

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Theresa Mason  
Terrance A. Mason

Debtors

U.S. Bank National Association, as Trustee for  
Conseco Finance Home Loan Grantor Trust 2002-  
A

Movant

vs.

Theresa Mason  
Terrance A. Mason

Debtors

William C. Miller, Esq.

Trustee

CHAPTER 13

NO. 17-14854 ELF

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$2,414.76**, which breaks down as follows;

Post-Petition Payments:	December 2017 through March 2018 at \$604.22/month
Suspense Balance:	\$2.12
<b>Total Post-Petition Arrears</b>	<b>\$2,414.76</b>

2. The Debtors shall cure said arrearages in the following manner;

a). Beginning on April 1, 2018 and continuing through March 1, 2019, until the arrearages are cured, Debtors shall pay the present regular monthly payment of **\$604.22** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$201.23** towards the arrearages on or before the last day of each month at the address below;

**JPMorgan Chase Bank, N.A.**  
**c/o Bankruptcy Department**  
3415 Vision Drive  
Mail Code OH4-7142  
Columbus, OH 43219

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

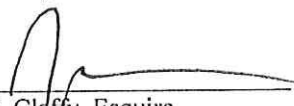
9. The provisions of this stipulation do not constitute a waiver by the Debtors of their right to file a claim objection and / or adversary proceeding regarding the amount of the claim, interest or other charges claimed pre or post petition.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 26, 2018

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: March 27, 2018

  
Joseph F. Claffy, Esquire  
Attorney for Debtors

**NO OBJECTION**

3/28/2018  
**\*without prejudice to any  
trustee rights or remedies**

  
William C. Miller, Trustee  
LeRoy Wm. Etheridge, Attorney  
1234 Market St., - Ste #1813  
Philadelphia, PA. 19107  
215-627-1377

## **ORDER**

Approved by the Court this 2nd day of April, 2018. However, the court retains discretion regarding entry of any further order.

A handwritten signature in black ink, appearing to be 'ERL', is written over a horizontal line.

**ERIC L. FRANK**  
**U.S. BANKRUPTCY JUDGE**